



SERVICE AGREEMENT

BY AND BETWEEN

STOCKTON UNIVERSITY

Marine Field Station

101 Vera King Farris Drive

Galloway, NJ 08205

and

Rowan University Department of Environmental Sciences

201 Mullica Hill Road

Glassboro, NJ 08028

THIS SERVICE AGREEMENT (“Agreement”), made as of this 18th day of July, 2022 (“Effective Date”) by and between STOCKTON UNIVERSITY (“University”), with its principal office located at 101 Vera King Farris Drive Galloway, N.J. 08205, and **Rowan University Department of Environmental Sciences** (the “Client”), with an office located at 201 Mullica Hill Road, Glassboro, NJ 08028 (“Client”) (individually a “Party” and collectively the “Parties”).

W I T N E S S E T H :

WHEREAS, the Client desires to use the University’s marine operations services and resources to provide certain Services (as hereinafter defined), upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Term. This Agreement shall commence as of the Effective Date and shall terminate upon completion of the Services (the “Term”) unless terminated sooner in accordance with the terms of this Agreement.

2. Services. The University agrees to provide the Services set forth in Exhibit A, with the standard of professional care and skill customarily provided in the performance of such services during the term of this Agreement.

3. Fees and Expenses. The University will bill the Client for the Services an amount equal to \$7486.00.

4. Invoicing and Payments. The University will bill the Client monthly for the Services provided during the prior month. Client agrees to pay invoices within 30 days after receipt. In the event of non-payment, the University has the right to terminate further activity on the Services.

5. Termination for Convenience. Either Party may terminate this Agreement at any time without cause upon at least 30 days’ written notice to the other Party. If the Client terminates this Agreement without cause, the Client will promptly pay the University for the Services performed through the effective date of termination in accordance with the terms of this Agreement.

6. Termination for Cause. Either Party may terminate this Agreement upon at least 30 days’ written notice to the other Party, for breach of this Agreement by the other Party, unless during such notice period, the Party fully cures the breach to the other Party’s reasonable satisfaction. No action or failure to act by the University shall constitute a waiver of any right it may have under the terms of the Agreement.

7. Assignment/Subcontracting. The Client shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any part thereof, to any person, partnership or corporation without obtaining the prior written approval of the University. Any assignee or successor in interest who is approved by the University shall be bound by the terms of

this Agreement. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

8. Limitations of Liability. In no event shall either Party be liable to the other for any special, consequential, incidental or punitive damages, including, but not limited to, loss of profit or revenues, costs of capital, interest of any nature, or attorneys' fees. This limitation of liability shall not be applicable to any claims by the University or the Client against the other for contribution or indemnity arising from any negligence of other claims instituted by third parties which seek any such special, consequential, incidental or penal damages against the Client.

9. Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement is subject to any and all federal, State and municipal laws, regulations and ordinances. Any and all claims, disputes or other matters in question between Client and the University arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Atlantic County, New Jersey. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

10. Jury Waiver. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. Each Party certifies and acknowledges that (1) no representative of the other Party has represented, expressly or otherwise, that the other Party would not seek to enforce the foregoing waiver in the event of a legal action; (2) it has considered the implications of this waiver; (3) it makes this waiver knowingly and voluntarily; and (4) it has been induced to enter into this Agreement by, among other things, the mutual waiver in this section. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY Client AND THE University.

11. Amendment. Except as provided herein, this Agreement may only be amended by written agreement of the University and Client.

12. Independent Contractor. The University shall perform the Services under this Agreement as an independent contractor. This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Client and the University for any purpose. Any payments made by the University are compensation solely for such Services rendered herein.

13. Third Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14. Savings Clause. If any term or provision of this Agreement is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

16. Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the Parties hereto and shall not be altered, modified or amended in any way without the express consent, in writing, by the Parties.

17. Notices. All notices, consents and other communications hereunder may be given by telephone and confirmed in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

(a) To the University at:

Stockton University
101 Vera King Farris Drive
Galloway, New Jersey 08205
Attention: Brian Kowalski, General Counsel
Brian.kowalski@stockton.edu
609-652-4494

(b) To the Client at:

Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028
Attn: Lauren Kipp
kipp@rowan.edu
856-256-4000

Either party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications shall be made or delivered.

18. Captions. The captions and other headings contained in this Agreement as to the contents of particular articles, sections, paragraphs or other subdivisions contained herein are inserted for convenience or reference only and are in no way to be construed as part of this Agreement or as limitations on the scope of the particular articles, sections, paragraphs or other subdivisions to which they refer and shall not affect the interpretation or meaning of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hand and seals the day and year first above written.

STOCKTON UNIVERSITY

By: _____

Name: Mary Dowling

Title: Contract Specialist

By: 

Name: Michael Blake

Title: AVP, Budget and Financial Planning

EXHIBIT A
SCOPE OF SERVICES

STOCKTON UNIVERSITY | MARINE FIELD STATION

Rowan University
Lauren Kipp

June 15, 2022

Dear Lauren,

Following up on our conversation and the initial proposal, please see this proposal for the use of Stockton University's marine operations services and resources. As discussed, Stockton University is providing marine operations support and safe operations oversight and is not responsible for any data deliverables beyond GPS position reporting and transit tracks. The responsibility of sampling, storage and general data collection methodologies will be that of the contracting party.

- *R/V Petrel* (specifications attached); 10 hours @ \$175.00/hr. = \$1750.00 per day
 - Includes USCG Master Near Coastal licensed captain
 - Includes AMSEA Safety/Survival trained deckhand
 - Fuel included up to 50 nm round trips and \$4.00/gallon.
 - Daily trips are estimated to be 75 nm round trip.
 - Fuel charge = (67 gal. x difference between \$4.00 and actual) + {(fuel used > 67 gallons) x actual cost}.
 - Example at \$8.00/gallon = (67 x \$4) + (33 gallons x \$8) = \$532.00 fuel surcharge
- *R/V Rudy G. Arndt* (26' workboat); 8 hours @ \$80/hr. = \$640.00/day
 - Includes USCG Master Near Coastal licensed captain
 - Fuel included
- Mobilization fee to Atlantic City, NJ (2 hr. charge plus fuel) is waived by leaving from Port Republic on day 1 and returning to AC for days 2 and 3. Otherwise, \$350.00.
- Transient slip fees – currently no charge, subject to change. Any transient slip fees will be the responsibility of the contracting party.

Total marine operations cost = \$1750(x3) + \$640(x1) + \$1,596 (possible fuel charges)

Estimated charge \$7486.00

By copy of this proposal the Stockton University Marine Field Station acknowledges a willingness to provide Rowan University with marine operations support under the operational provisions and safety requirements contained in CFR 46 Subchapter U - Oceanographic Research Vessels. Please do not hesitate to contact me should you have any questions.

Best regards,



Steve Evert
Stockton University
Marine Field Station, Director
30 Wilson Avenue
Port Republic, NJ 08241

Attachments:

- *R/V Petrel* specifications

steve.evert@stockton.edu (Email)
609-652-4486 (Office)
609-618-1891 (Cell)

R/V Petrel - Specifications and Use Fees

Version 20220503



Vessel Name: *R/V Petrel*
Builder/outfitters: SW Boatworks/Jersey Cape Yachts/Patriot Marine
Designer: Calvin Beal Jr.
Hull Construction: Fiberglass
Owner: Stockton University
Documentation: US Documentation (1261010) and USCG Oceanographic Research Vessel (ON #NJ 1400HB)
MMSI number: 368156720
Delivery Date: March 2016

Mission: Hydrographic survey, near-shore and estuarine oceanography, marine science education

Dimensions: Length: 36' Beam: 14' Draft: 4' Open deck ~150 ft² (11' x 14')
Deck weight limit: 4,000 lbs.
Main Propulsion: Single Cummins QSC8.3 @ 550hp/3000rpm
Marine Gear: ZF 286A 2.5:1 with trolling valve
Propeller: 27 x 33 x 2.25 4-blade from S&S Propeller N.Y.
Speed: 15 kt. Cruise with minimum forward motion down to 1-2 kt. (trolling valve)
Generator: Westerbeke 10KW, 30-amp service

Accommodations: One bunk, two full-length benches, enclosed head, microwave/coffeemaker. Sleeps up to 4 for extended trips and transit time (benches, bunk and bean bags). No private rooms.

Electronics/Navigation/Positioning Equipment; Furuno MFD 12 and MFD 8 complete navigation package (plotter, radar, and sounder). ACR Class A AIS system. Trimble/Applanix I2NS POS MV Wavemaster GNSS. Marine survey navigation by on-board computer utilizing HYPACK, CTI and QPS marine software programs.

Anchor tree; double anchor system; Patriot Marine (Waretown, NJ) and Good Anchor Windlass (Barnegat, NJ)

Safety equipment; 10-person life raft, EPIRB, Class A AIS system, SART, AED, immersion suits and all items required under United States Coast Guard under 46 CFR Subchapter U for Oceanographic Research Vessels.

Lifting equipment; Pullmaster PL5-12-211-6D winch with freefall. A-frame with 10' deck clearance (2000 lb. SWL).

Survey and sampling equipment:

- Side mounted aluminum plates and davit sleeves for multiple over-the-side survey and lifting equipment needs (both port and starboard sides)
- High Tower Universal Sonar Mount
- Edgetech 6205 combined side scan/multibeam sonar for hydrographic survey
- R2Sonic 2024 multibeam echosounder
- Klein 3900 side scan sonar (25 and 100m cables available)
- Marine Magnetics Explorer marine magnetometer with side scan integration
- Seabotix LBV six thruster 300m inspection class ROV
 - forward scanning sonar, video scaling laser, Triton USBL navigation system
- Teledyne Sentinel V and RiverPro Acoustic Doppler Current Profilers
- YSI multi parameter sondes and CTD's
- AML X2 series sonde for sound velocity profiling
- Young modified Van Veen grab
- Biological sampling gear: patent tongs, dredges, trawl nets, plankton nets and other

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The *R/V Petrel* is a Downeast-style lobster boat design, mono-hull with a large keel and a flat/wide design aft with an open transom. The *R/V Petrel* is well outfitted for hydrographic surveys, scientific diving, deployment of small mooring systems and buoys, sediment sampling, biological sampling, marine mammal surveys, avian surveys, fish trap surveys, shell planting and marine science education.

Stockton supports collaborating scientists, government agencies and consulting firms to meet their research, educational or general vessel of opportunity needs in New Jersey's coastal waters under the provisions provided by CFR 46 Subchapter U - Oceanographic Research Vessels. For more information contact the Marine Operations staff:

Steve Evert, Marine Field Station Director
& USCG 100 ton Master Near Coastal-licensed captain
steve.evert@stockton.edu
609-652-4486 (office)
609-618-1891 (cell)

Nate Robinson, Marine Field Station Assistant &
USCG 25 ton Master Near Coastal/100 ton
Inland-licensed captain
nathan.robinson@stockton.edu
609-652-4486 (office)
609-412-5457 (cell)



R/V Petrel fee schedule

- \$175/hr. includes USCG-certified captain and deckhand
 - Trips with at-sea safety certified and experienced client crew parties, and some educational support trips, can run with Stockton captain only
 - Determination of deckhand need is that of the Master
 - Vessel reservations beyond 5 days and those including weekends may incur additional captain fees
- Minimum charge is 4 hours for coastal bay and inlet trips
- Minimum charge is 6 hours for trips beyond the demarcation line (inlet boundaries)
- Maximum trip time with one captain is 12 hrs. Second captain fees will be charged for trips > 12 hrs.
- Mobilization fees for the vessel;
 - Atlantic City: \$350 plus actual fuel charge
 - Barnegat Light: \$700 plus actual fuel charge
 - Cape May, Manasquan or Shark River; \$875 plus actual fuel charge
 - Sandy Hook; \$1050 plus actual fuel charge
- Dock day fees for mobilization and demobilization by the client;
 - \$350/day
- Lay day fees are applied when the vessel is reserved but unable to leave the dock for weather or client reasons
 - \$350/day
 - Consecutive multiple day reservations are provided one lay day per 3 days of reservation (i.e. a consecutive 3-day reservation has one lay day built in providing the client with a 4-day window)
- Standby rates are charged at the hourly rate up to a maximum of \$700/day and are applied when the vessel is mobilized with vessel crew aboard waiting for weather clearance, client equipment preparations/repairs and/or any other non-vessel related circumstance beyond the reasonable control of the vessel crew. If the issue is resolved and a shortened trip occurs that day, there is no additional fee (i.e. original day cost per hour applies)
- Transient slip fees are the responsibility of the contracting party
- Fuel fees are included for trips up to 50 nm round trip distance (~ 67 gallons). Trips beyond 50 nm round trip distance and when fuel costs exceed \$4.00/gallon will be assessed additional charges based on actual fuel use and per gallon cost.
- NJ State per diem rate and lodging fees for crew are assessed when necessary
- NJ State mileage fees and tolls are assessed when necessary

Costs for the utilization of hydrographic instrumentation and other sampling equipment listed on page 2 can be provided via e-mail or phone inquiry. In addition to captains and deckhands, research technicians and faculty expertise in a wide array of coastal science disciplines are also available.

C230077 Stockton University

Final Audit Report

2022-07-26

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